GOVERNMENT WOOD-PRESERVATION PLANT, BHADRAVATI.

Abstract Notification dated 27th May 1940.

Notice is hereby given that sealed tenders for the several works to be carried out in the Wood Preservation Plant, during the year 1940-41, have been called for in the detailed notification dated 27th May 1940, published on pages 1284-1286, Part VI of the *Mysore Gazette*, dated 6th June 1940.

D. A. RAMA RAO,
Officer-in-charge.

KADUR FOREST DIVISION.

Abstract Notification dated .... May 1940.

The attention of the public is invited to the following detailed notifications calling for tenders published on pages 1207-1212, Part VI of the *Mysore Gazette*, dated 30th May 1940.

(1) Tender for the preparation of sandalwood in Chikmagalur Koti during 1940-41.
(2) Tender for timber carting, felling and preparation in the several Ranges of the Division during 1940-41.
(3) Tender for the collection, rough dressing and carting of dry sandalwood, ground-hidden roots from several Ranges to Chikmagalur Sandal Koti during 1940-41.
(4) Tender for carting of prepared sandalwood from Chikmagalur Sandal Koti to the Railway Station at Kadur for desptach to Sandal Oil Factory, Mysore, or Sandal Koti at Bangalore.

Place and date of receiving tender .. District Forest Office, Chikmagalur, on 18th June 1940.

Notification dated 4th June 1940.

It is hereby notified for general information that the right of collecting the Tupra leaves on all Government unoccupied lands, State and District Forests, Reserved lands and Plantations of the undermentioned taluks up to the end of June 1942, will be sold talukwar by the respective Range Forest Officers as per particulars given below :—

No.	Name of taluk	Date of sale	Place of sale	Remarks
1	Mudgere ..	24th June 1940	Range Office, Mudgere.	The lease is for a period of two years from 1st July 1940. Excludes produce classed as "Village Amarayi" as well as those in Inam, Jodi, Kayamgutta, Sarvamanya and other occupied lands.
2	Koppa ..	24th June 1940	Travellers' Bungalow, Koppa.	

2. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 5 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale. Silver will not be accepted as earnest money.

5. The exclusive right of collecting and removing the produce above desoribed will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests or the District Forest Officer, as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk treasury, the entire sale amount including the deposit already made, together with local cess at one anna per rupee, railway cess at six pies per rupee and education cess at six pies per rupee, respectively. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as revenue demand.

7. The lessee shall deposit in the Government Savings Bank Rs. 25 or one-quarter of the sale amount whichever is less as a security for the due fulfilment of the conditions of the lease for the remaining period which will be returned to him after the expiry of the period of lease.

8. If the sale is not confirmed, the amount paid will be refunded to the party.

9. The successful bidder shall execute an agreement on a duly stamped paper, within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions mentioned

hereunder and also tender the security deposit referred to in clause 8 *supra*. In default, the acceptance of his bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the act of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests. Printed passes prescribed by the District Forest Officer shall be issued to cartmen under the signature of the lessee for the export of produce.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Chief Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of Forests all produce collected and stored under the terms of the lease before the close of the lease period, *viz.*, 30th June 1942.

(*h*) Neither the lessee nor his servants shall enter the State Forest either before sunrise or after sunset.

(*i*) The village *amarayi* produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 200.

N.B.—This sale does not debar the issue of individual license by the Department to petty local purchasers.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Notification dated 4th June 1940.

It is hereby notified for general information that the right of collecting and removing the canes in the forests of Koppa Range, for two years ending 30th June 1942, subject to the exercise of the rights of the villagers, will be sold by the respective Range Officer as shown below:—

Name of taluk.	*Place of sale.*	*Date of sale.*
(1) Koppa.	Koppa (Travellers' Bungalow).	24th June 1940.
(2) Mudgere.	Range Office, Mudgere.	24th June 1940.

1. The sale will commence at 2 P.M. on the date of sale.

2. Defaulters on account of previous leases will not be permitted to bid.

3. The intending bidders have to deposit Rs. 25 as earnest money with the sale conducting officer, before they are allowed to bid in the sale, and the earnest money so deposited will be returned soon after the close of the sale, except that of the successful bidder in whose case the amount will be remitted to the treasury by the sale conducting officer towards one-fourth of the sale amount.

4. The collection period shall extend till the end of June 1942.

5. The successful bidder shall, immediately after the sale, pay one-fourth of the sale amount together with Local cess at one anna per rupee, Railway cess at six pies in the rupee and Education cess at six pies in the rupee on the entire amount of sale. In default, the right will be resold at his risk. If the deficit amount is not paid, it will be recovered as arrears of land revenue.

6. Within fifteen days of the information of the confirmation of the sale, the accepted bidder shall pay the balance of lease amount in full and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder.

7. The sale is subject to the confirmation by the District Forest Officer or the Conservator of Forests as the case may be.

8. The lessee shall deposit a sum of Rs. 50 for the fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

9. The collection period lasts for two years from 1st July 1940 to 30th June 1942.

Conditions.

(1) Canes should be extracted without injuring the roots of the clump. Tender canes should, under no circumstances, be extracted.

(2) At least three shoots in a clump should be left to foster the growth of the cane.

(3) The purchaser, his agents or servants shall not injure any tree or other forest produce in the way of collecting canes.

(4) The purchaser shall be held responsible for the acts of his agents or servants in the business of collection.

(5) The purchaser shall not sublet the contract without permission from the District Forest Officer.
(6) Coolies employed by the purchaser must take permits from the Range Officer, when they enter the State Forest or reserved lands for the collection of the produce.
(7) The produce should be removed from the limits of the taluk before the 30th June 1940.
(8) The purchaser shall be held personally responsible for the occurrence of any fire in the State Forest, if there is sufficient ground for the department to learn that it has been caused by his negligence or by the act of his employees.

In the event of the breach of any of the conditions specified above, the sale is liable to be cancelled, all the produce collected shall be confiscated and a fine not exceeding Rs. 25 in each case shall be imposed by the District Forest Officer.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Resale Notification dated 5th June 1940.

It is hereby notified for the general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for two years from 1st July 1940 to 30th June 1942 in the undermentioned Taluks will be sold Talukwar by public auction at 2 P.M. on the date and at the places specified below as the original sale held on 27th May 1940 is not confirmed.

Name of Taluk	Place of sale	Date of sale	Officer conducting the sale
1. Chikmagalur Taluk excluding the extent of five acres acquired in Survey No. 2 of Padamane village, Lakya Hobli from Messrs. H. Srinivasa Rao and H. Venkoba Rao.	District Forest Office, Chikmagalur.	24th June 1940	District Forest Officer.
2. Koppa Taluk	Do ..	Do ..	Do
3. Mudgere Taluk	Do ..	Do ..	Do
4. The extent of area (five acres) acquired in Survey No. 2 of Padamane village, Lakya Hobli, Chikmagalur Taluk from Messrs. H. Srinivasa Rao and Venkoba Rao.	Do ..	Do ..	Do

For conditions of sale and other particulars, *vide* Notification No. D1. 63-981—39-40, dated 15th April 1940, published by the Chief Conservator of Forests in Mysore, Bangalore, in Part VI, pages 895-99 of the *Mysore Gazette*, dated 18th April 1940.

Notification dated 6th June 1940.

It is hereby notified for general information that the exclusive right of collecting the Cinnamon leaves for distilling oil in all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations, during the years 1940-42, will be sold by public auction by the District Forest Officer or any other officer deputed by him for the purpose on the dates and at the places noted below :—

Name of Division	Name of Range or Taluk comprised	Place of sale	Date of sale
Kadur Division ..	Mudgere Taluk ..	Range Office, Mudgere ..	24th June 1940.
	Koppa Taluk ..	Koppa Town Musafirkhana ..	24th June 1940.

Note.—The auction will commence at 2 P.M. Defaulters on account of previous leases will not be permitted to bid.

1. Each bidder, before he is permitted to bid, should furnish to the sale conducting officer a solvency certificate from the Amildar of the Taluk in the form prescribed by Government in regard to his solvency and its extent and deposit a sum of Rs. 50 as earnest money with the sale conducting officer; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount including the deposit already paid together with the Local cess at Re. 0-1-0, Education cess at Re. 0-0-6 and Railway cess at Re. 0-0-6 per ruppe on the entire sale amount, failing which the right will be resold at the risk of the defaulting bidder. He will be liable for the loss, if any,

that may result by such resale which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

2. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the former to accept or reject any bid without assigning any reason therefor.

3. Within a week from the date of intimation of the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty), or one-fourth of the sale amount, whichever is less, for each taluk as security deposit towards the due fulfilment of the contract. This will be in the shape of Savings Bank Deposit pledged to the District Forest Officer. He shall also pay the remaining 75 per cent of the contract amount due by him in three equal instalments, one-third after the confirmation of the sale and the balance on 1st April 1941 and 1st September 1941 and shall execute an agreement on a stamped paper of proper value (procured at his cost) accepting the above terms and those specified below, failing which the amount already paid will be forfeited to Government and the right resold at his risk as noted in para 1 *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof, relieving him of any liability under the contract.

4. The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*b*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*c*) That no operations shall take place in the Forest after sunset or before sunrise.

(*d*) That the removal of the leaves is done by the hand and not by bill hooks.

(*e*) That not more than five stills are opened in the Range.

(*f*) That the site of the still first located with the previous permission of the Range Officer is not changed to any other place during the working season.

(*g*) That the required quantity of fuel is cut and removed on pre-paid licenses only from the plot selected and marked by the Range Officer.

(*h*) That no damage will be caused to the trees while collecting the leaves. Any such damage will be assessed by the Range Officer subject to the approval of the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final and the assessed damages will be recovered from the security deposit of the contractor.

(*i*) That for breach of any or all of the conditions of the contract by the contractor or his agents, employees or workmen, the contract shall be null and void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of deposit and resell the right or work it departmentally at the risk of the contractor as in clause (1) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

LEASE OF GRASS AND GRAZING.

Notification dated 6th June 1940.

It is hereby notified for general information that the right of grazing cattle, except goats in the undermentioned Plantations of the Kadur Forest Division, upto end of December 1940, will be sold by public auction on the dates and at the places specified against each Plantation by the District Forest Officer or the Range Forest Officer, subject to the confirmation by the Conservator of Forests when the value exceeds Rs. 1,000.

Name of the Taluk and Forest Range	Name of the Plantation	Area in acres	Distance from Taluk Head-quarters	Place and date of sale
		A. G.		
Chikmagalur Taluk, Kadur Range.	1. Angajanahalli ..	12 0	Five miles from Chikmagalur.	Near the Plantation, on 27th June 1940.
	2. Kadrimidri ..	10 0	Do ..	Do 25th June 1940.
	3. Mathawara ..	146 1	Do ..	Do 25th June 1940.
	4. Thuruvanahalli ..	26 10	Do ..	Do 22nd June 1940.
	5. Kadur Depot compound.		.....	Do 24th June 1940.

2. The successful bidder will be required to deposit twenty-five per cent of the purchase money soon after the sale is closed and to pay the balance together with the local cess at one anna per rupee, education cess at six pies per rupee and railway cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser, who shall not participate however, any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Act. License to begin grazing will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting of pasturage without previous sanction of the District Forest Officer. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the original purchaser. The purchaser shall furnish a list of men allowed to enter the plantations, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Act. He shall deposit a sum equivalent to 10 per cent of the purchase money or the due fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it or graze it.

5. The grass crop in the plantations will be allowed to be cut and removed or grazed only between sunrise and sunset up to the end of the period stipulated, *viz.*, end of December 1940. No storage of grass will be allowed in them. Cattle will be allowed to graze in the plantations only between sunrise and sunset.

6. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling, that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

N.B.—The lessee will maintain the fencing, trench and other boundary marks in order.

7. Tree growth should not be injured or lopped.

8. In the event of a breach of any of the conditions specified in the sale notice or agreement, the lease will be liable to be cancelled, all the produce collected confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the security deposit or part thereof forfeited.

Notification.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned Forests of the Kadur Division for the years 1940-42 will be sold by public auction by the District Forest Officer, Kadur Division, at 2 P.M., on the dates and at the places noted below :—

Name of Range	Name of Forest	Bamboos		Place and date of sale
		Big	Small	
Koppa	Devadan State Forest	7,500	15,000	
	Basavankote do	10,000	15,000	District Forest Office,
	Halasur do	9,500	10,000	Chikmagalur, on
	Basti do	10,000	15,000	24th June 1940.
Kadur	Doddanagudda District Forest ..	4,000	4,000	
Mudgere	Sargode State Forest	7,500	20,000	

1. Each bidder shall deposit Rs. 25 with the sale conducting officer and the deposits of the unsuccessful bidders will be returned after the sale.

2. The sale is subject to the confirmation of the Conservator of Forests who reserves to himself the power of accepting or rejecting any bid without assigning any reason therefor.

3. The highest bidder shall deposit twenty-five per cent of the lease amount including the deposit already made, immediately the sale is concluded together with the local, railway and education cesses at two annas per rupee on the full sale amount. If he fails to do so, the produce will be resold at his risk in which case, he shall not participate in any profit arising therefrom, but on the other hand, shall be liable for any loss that may thereby be caused to Government, which will be recovered as an arrear of land revenue.

4. The successful purchaser or lessee shall pay the balance of the lease amount in full within a week from the date on which the intimation of confirmation is given to him, failing which the amount deposited or the whole amount paid already, as the case may be, will be forfeited to Government and the right resold subject to the conditions stipulated in para 3 *supra*.

5. The lessee shall sign the agreement binding himself to observe the following conditions and it shall be executed within a week from the date on which the confirmation of the sale may be intimated to him ; in default, the money paid by him will be forfeited to Government and the right disposed of by resale at his risk as defined in paras 3 and 4 *supra*. The lessee shall not be allowed to enter the forest and cut bamboos until he has executed the agreement and paid the full amount.

Conditions.

(*a*) The bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a "permit to remove" is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) The lessee shall not cut bamboos outside the limits of the block to which the lease refers nor exploit immature clumps less than two years old.

(*c*) The lessee will be personally responsible for the acts of his agents or servants or coolies in the business of collection and removal of bamboos and for preventing and cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) The lessee shall not sell the right purchased by him to other person or persons or appoint any agent or agents to work for him, without obtaining the previous permission, in writing, of the District Forest Officer.

(*e*) The lessee shall collect and remove the full quantity purchased from the limits of the forest before the end of June 1942. No permission will be granted for any cutting and collection of bamboos after the 30th June 1942.

(*f*) The lessee shall accept the minimum quantity fixed in the notification as available in the block or area concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he will pay for the excess quantity at auction sale rates.

(*g*) The lessee shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) The lessee will be held responsible for the occurrence of any fire within the forest if there is sufficient ground for the Forest Department to suspect that it was caused by his negligence or by that of his employees.

(*i*) Neither the lessee nor his employees shall enter the forest either before sunrise or after sunset.

(*j*) The lessee shall, soon after the sale is confirmed, deposit Rs. 100 (one hundred only) as security for the due fulfilment of the conditions of the lease. In the event of the breach of any of the above conditions, the money deposited as security shall be forfeited to Government in whole or in part as the Conservator of Forests may decide and the lease liable to be cancelled.

6. The sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise of the rights of the villagers.

Note.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

B. T. THIMMARAYAPPA,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification dated 29th May 1940.

The attention of the public is invited to the detailed Notification of date notifying the sale of the right of quarrying building stone and slabs in the State Forests, Reserved lands, Plantations and Amrit Mahal Kavals of the Chitaldrug District till the end of June 1941, printed on page 1287 in Part VI of the *Mysore Gazette*, dated 6th June 1940.

Abstract Notification dated 29th May 1940.

SALE OF GRASS.

The attention of the public is invited to the detailed notification of date notifying the sale of the right of harvesting grass crop in the plantations and State Forests of the Chitaldrug District up to end of June 1941 printed on page 1288 in Part VI of the *Mysore Gazette*, dated 6th June 1940.

Abstract Notification dated 29th May 1940.

SALE OF KANKARI LIME STONE.

The attention of the public is invited to the detailed sale notification published in the *Mysore Gazette*, dated 6th June 1940 on pages 1288-1290, Part VI.

Abstract Notification dated 29th May 1940.

GRAZING IN PLANTATIONS.

The attention of the public is invited to the detailed notification of date notifying the sale of the right of cattle grazing in the Nerlagundi plantation (Chitaldrug Range) and Chellakere Plantation (Molakalmuru Range) for the year 1940-41, printed on pages 1290-1291, in Part VI of the *Mysore Gazette*, dated 6th June 1940.